

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

COMPLETE TITLE OF CASE:

WILLIAM E. BEELER AND NORMA L. BEELER,
v.

Appellants

RICKEY MARTIN;

Respondent

BILLY BEELER,

Respondent

DOCKET NUMBER WD70746

DATE: January 12, 2010

Appeal From:

Circuit Court of Schuyler County, MO
The Honorable Hadley E. Grimm, Judge

Appellate Judges:

Division Three: James Edward Welsh, P.J., Mark D. Pfeiffer, and Karen K. Mitchell, JJ.

Attorneys:

Andrew Farwell, Kirksville, MO

Counsel for Appellants,

Attorneys:

Gary D. Briggs, Kirksville, MO
Billy Beeler, Lancaster, MO

Counsel for Respondent, Martin
Respondent Acting Pro Se

**MISSOURI APPELLATE COURT OPINION SUMMARY
MISSOURI COURT OF APPEALS, WESTERN DISTRICT**

**WILLIAM E. BEELER AND NORMA L. BEELER,
Appellants, v. RICKEY MARTIN, Respondent;
BILLY BEELER, Respondent**

WD70746

Schuyler County

Before Division Three Judges: Welsh, P.J., Pfeiffer, and Mitchell, JJ.

When Rickey Martin and Billy Beeler needed a loan to start a business, they asked Billy Beeler's parents, William E. Beeler and Norma L. Beeler (the Beelers), to guarantee the loan. The Beelers agreed and pledged their \$46,000 certificate of deposit as collateral for a loan to Martin and Billy Beeler's corporation. After the corporation defaulted and the bank used the Beelers' CD to offset the balance due on the note, the Beelers sued Martin and Billy Beeler for indemnity and unjust enrichment. The circuit court granted judgment in favor of Martin and Billy Beeler on the indemnity claim. The court granted judgment in favor of the Beelers on the unjust enrichment claim and awarded damages of \$667 from Martin and \$10,935 from Billy Beeler. On appeal, the Beelers contend that they proved their entitlement to \$46,000 in damages from Martin and Billy Beeler based upon non-contractual indemnity and unjust enrichment.

AFFIRMED.

Division Three holds:

(1) The circuit court did not err in denying the Beelers' indemnity claim. Martin and Billy Beeler's corporation was the borrower on the note and the sole entity primarily responsible for paying the note. Like the Beelers, Martin and Billy Beeler, in their individual capacities, were only guarantors on the note and, as such, had no greater responsibility to pay than did the Beelers. Because the Beelers failed to demonstrate that, as between themselves and Martin and Billy Beeler, Martin and Billy Beeler should have discharged the guarantors' obligation to pay the corporation's debt, the Beelers failed to establish a right to indemnity.

(2) The circuit court awarded the Beelers the correct amount of damages on their unjust enrichment claim. When the Beelers pledged their CD as collateral for the loan and the bank subsequently seized the Beelers' CD to set off the amount due on the loan, the corporation--not Martin and Billy Beeler in their individual capacities--received the \$46,000 benefit. Martin and Billy Beeler, in their individual capacities, benefited only to the extent that they received equity from the now-defunct corporation. The court properly ordered Martin and Billy Beeler to pay the amount of equity that they received to the Beelers.

Opinion by: James Edward Welsh, Judge

January 12, 2010

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